

October 1, 2007

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: VICKI L. KARNES
STATE CONTRACT PROCUREMENT OFFICER
302-857-4553

SUBJECT: **AWARD NOTICE, Addendum 8, effective October 21, 2009**
CONTRACT NO. GSS-MU-07-015-VK
AUDIO VISUAL EQUIPMENT AND SERVICES

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OF
KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT REQUIREMENTS:

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This multiple awarded contract has been issued to cover the Audio and Video Equipment requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

3. CONTRACT PERIOD:

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Each contractor's contract shall be valid for a 3 year period from October 1, 2007 through September 30, 2010. Each contract may be renewed for two (2) additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

4. VENDORS:

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VENDOR A Hi Fi House 2304 Concord Pike Wilmington, DE 19803 Phone No.: 302-655-7444 Fax No.: 302-655-4782 Federal E.I. #: 51-0106803 Contact: Brian David Email: bdavid@hifihousegroup.com Website Address: No internet site	VENDOR B Library Video Company 7 E. Wynnewood Road Wynnewood, PA 19096 Phone No.: 800-843-3620 Fax No.: 610-658-7119 Federal E.I. #: 23-2353078 Contact: Mark Galpern Email: mgalpern@libraryvideo.com Website Address: www.libraryvideo.com
VENDOR C Nicholas P. Pipino and Associates, Inc. 9159-A Red Branch Road Columbia, MD 21045 Phone No.: 410-995-0041 or 301-596-3397 Fax No.: 410-964-1191 Federal E.I. #: 52-2075478 Contact: Stephen Pipino Email: spipino@pipinoinc.com Website Address: www.pipinoinc.com	VENDOR D River Front Audio Visual, LLC 800 S. Madison Street, Ste. C Wilmington, DE 19801 Phone No.: 302-472-0118 Fax No.: 302-261-7381 Federal E.I. #: 32-0061261 Contact: Kelly-Ayn McKay Thomas Email: Kelly@riverfrontav.com Website Address: www.riverfrontav.com

<p>VENDOR E</p> <p>SPL Integrated Solutions 6301 Benjamin Road, Suite 101 Tampa, FL 33634 Phone No.: 877-373-6848 Fax No.: 301-306-7540 Federal E.I. #: 52-1760942 Contact: David Harvey Email: David.Harvey@avispl.com Contact Education: Tony Lett Email: Tony.Lett@avispl.com Website Address: www.splis.com</p>	<p>VENDOR F</p> <p>Total Video Products, Inc. 414 Southgate Court Mickleton, NJ. 08056 Phone No.: 856-423-7400 Fax No.: 856-423-4747 Federal E.I.: 22-2977609 Contact: Derek Sage Email: sales@totalvideoproducts.com Website Address: http://catalogs.infocommiq.com</p>
<p>VENDOR G</p> <p>Troxell Communications, Inc. 11006 Veirs Mill Road, Suite L-15 #182 Wheaton MD Phone No.: 800-578-8858 x 7701 Fax No.: 800-589-5939 Federal E.I. #: 86-0716114 Contact: Robert Drake Email: robert.drake@trox.com Website Address: www.trox.com</p>	<p>VENDOR H</p> <p>Visual Sound, Inc. 485 Park Way Broomall, PA. 19008 Phone No.: 610-690-1329 Fax No.: 610-637-1676 Federal E.I. #: 23-1449404 Contact: Brendan Fowler Emails: bfowler@visualsound.com Website Address: www.visualsound.com</p>
<p>VENDOR I</p> <p>Visual Systems Group, Inc. 7900Westpark Drive Ste. T-610 McLean, VA 22102 Phone No.: 703-848-8204 Fax No.: 703-848-8211 Federal E.I. #: 52-2352910 Contact: Jeff Chadwick Email: mleibowitz@vsqi.com Website Address: www.vsqi.com</p>	

5. SHIPPING TERMS:

F.O.B. destination.

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6. PRICING:

Prices will remain firm for the term of the contract year.

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Revised 02/25/09: vlm

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. VENDOR EMERGENCY RESPONSE POINT OF CONTACT:

VENDOR A Hi Fi House Brian David Phone: (302) 655-7444	VENDOR B Library Video Company Michael Miller Phone: (800-843-3620)
VENDOR C Nicholas P. Pipino and Associates, Inc. Stephen Pipino Phone: (410) 995-0041 or (301) 596-3397	VENDOR D River Front Audio Visual, LLC Kelly-Ayn McKay Thomas Phone: (302) 472-0118
VENDOR E SPL Integrated Solutions Mike Hughes Phone: (610) 270-1612	VENDOR F Total Video Products, Inc. Joe Blanch Phone: (856) 423-7400
VENDOR G Troxell Communications, Inc. Scott Russak Phone: (609) 597-0573	VENDOR H Visual Sound Greg Vlassopoulos Phone: (610) 544-3385

VENDOR I Visual Systems Group, Inc. Mark Leibowitz Phone: (703) 848-8204	
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12. ELECTRONIC CATALOG:

Visit the website of each vendor for product referring to Audio Visual Equipment and Services. Websites can be found under Vendor Information section #4. (For vendors without an internet website, contact the vendor directly.)

13. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

14. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

15. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

16. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

17. FORMAL CONTRACT AND/OR PURCHASE ORDER:

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

18. PRICE ADJUSTMENT:

If agreement is reached to extend this contract for the second, optional year, the Division of Government Support Services shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

19. QUANTITIES:

The attention of offerors is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of the proposals. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

20. SCHEDULE FOR PERFORMANCE OF WORK:

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Contractor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for Nonperformance of work.

21. TIME OF PERFORMANCE:

The services of the Contractor are to commence after receipt of a purchase order, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event all of the services required hereunder shall be completed no later than the time periods set out in any schedule contained in the project Scope of Work. Any such schedule shall be maintained by the Contractor unless amended, in writing, by both parties.

22. ENERGY STAR PRODUCTS:

The contractor **must** provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency. The offeror is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

23. PERSONNEL:

- a. The Contractor represents that he has, or will secure at his own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor or under his direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

24. CHANGES:

Both parties may, from time to time, require changes in the services to be provided by the Contractor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency and the Contractor shall be incorporated in written amendments to the Purchase Order.

25. SUBCONTRACTS:

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The contractor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The contractor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

26. SPECIFICATIONS:

A. OVERVIEW:

The Vendor(s) shall provide all materials and labor to satisfy the State of Delaware's need for Audio and Video Equipment and Services as described herein:

The services will require the Vendor(s) to partner with and cooperate with the ordering agency to make sure the State receives the most current state-of-the-art services.

We are also looking for your capability to supply integration, engineering and installation services for the agencies and schools. As new technologies emerge, it will be the responsibility of the vendors to advise the State of their availability. If we feel these technologies will benefit the State, we will allow the vendor to add them to the existing contract offering.

The Vendor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Vendor(s), its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, the Vendor(s) shall follow practices consistent with generally accepted professional and technical standards. The Vendor(s) shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards and policies promulgated by the Department of Technology and Information (DTI) (which are provided upon request), and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, the Vendor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. The Vendor(s) shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by the Vendor's failure to ensure compliance with DTI standards.

27. Turnkey System

1. **PROVIDE** – supply as deliverable all essential components of a completely functional system as defined in the project scope document.
 - **PROJECT SCOPE** document can be provided by the agency or can be a contracted service provided by the contractor. If required design drawings shall be included and approved by the agency.
 - **ESSENTIAL COMPONENTS** may include hardware, building wiring and software provided by the contractor.
2. **INSTALL** – delivery, setup, configuration and testing of all hardware and software components to guarantee compatibility and proper system operation.
3. **INTEGRATION** – guarantee proper network operation and interoperability with existing State network standards as specified by DTI.
4. **GUARANTEE ON –GOING SUPPORT** – demonstrated ability to insure proper operation of hardware and software. Ability to provide appropriate levels of support for all components provided as part of the turnkey solution for the term of the contract including helpdesk and onsite maintenance.

28. General

Statements made in response or in any appendix to this RFP about equipment or services are considered to be part of the contract.

29. Time Requirements and Penalty

Work (equipment ordered, procurement of dates, pre-installation meetings, etc.) must be initiated within 20 days of receipt of purchase order, unless waived by the State. Failure to meet this requirement may result in the State of Delaware seeking judgment on the vendor and cancellation of the contract.

30. Commercial Warrantee and Guarantee Certificate

The successful vendor agrees that the supplies or services furnished under this Contract shall be covered by the most favorable commercial warranties the bidder has given or offered to any customer for such supplies or services and such rights are incorporated into this Contract and provided to the State of Delaware.

At minimum, the vendor shall warrant that its products are commercially acceptable and compatible and free from defects in design, workmanship, mechanical and electrical breakdown, system programming, software and materials at no expense to the ordering agency for a period of one (1) year from system acceptance. A final payment for performance shall not relieve the successful bidder of responsibility for faulty materials or workmanship.

The vendor's enhanced warranty must include full parts replacement, 24/7 helpdesk coverage, including all onsite labor and shipping costs. Defective material shall be returned to the contractor for repair or replacement and returned to the site at no cost to the state.

Extended warranties must be fully explained in writing.

31. Installation

The Vendor may be required to install the proposed Audio or Video equipment to existing wiring. If existing wiring does not accommodate the selected system the ordering agency shall arrange for

rewiring as required (may be with the Vendor or another vendor). The response to the RFP shall operate under the premise that all existing wiring is reusable.

Installation if required, shall be conducted to ensure a minimum of interruption to the ordering agency, and shall include, but may not be limited to, the following tasks:

- a. Coordination shall be maintained through DTI to insure the shortest period of telecommunications service disruption possible.
- b. The vendor shall provide a schedule of installation to the ordering agency a minimum of one week prior to the start of work. The ordering agency reserves the right to specify changes in the installation schedule which are deemed necessary to meet the agency's day-to-day obligations. At a minimum, the schedule will specify the start of installation and the date/time for completion.
- c. The vendor shall install all new equipment as requested by the ordering agency. The contractor shall deliver equipment to any location in the State of Delaware within 30-60 days after receipt of order, unless the agency agrees in writing that delivery may be made beyond 60 days. The vendor shall utilize certified technicians for installation of entire systems. Equipment manuals and, or equipment manual CD's shall be turned over to the agency at the completion of the installation. Unique components not listed on the main systems equipment list, may be drop shipped and installed by other qualified technicians at the state's discretion.
- d. Unpack equipment from original shipping containers.
- e. Inspect equipment for visible damage.
- f. Check and verify existing documentation of equipment
- g. Dress (tie-wrap) all cables and arrange equipment to appropriate or designated areas
- h. Provide technical point of contact an overview (orientation) of the system and its operation
- i. Clean room and all installed equipment to restore room to its original condition
- j. Coordinate end user / system administrator training schedule
- k. Supply the agency with all serial and model numbers after installation; vendor will initiate all applicable warranties and maintenance agreements, as well as paperwork relative to invoicing.

Technical Specifications

Vendor(s) agrees to observe State Policies and Standards as defined by DTI.

All backboards, connector blocks, patch cords, connector cables and any additional equipment are to be provided by the vendor. All equipment and accessory materials are to be **new** with no refurbished, reconditioned, used or previously installed materials permitted unless expressly agreed to by DTI or the owner agency.

All cable used in this installation must conform to National Electric Code Articles 800 and 725 for use in telephone systems and interconnecting cable runs as modified by the latest version of local electrical codes. Proper fire-stop restorations must be made to all structural penetrations as specified in the NEC, UL and local fire codes.

Maintenance

The primary consideration in the system selection is the vendor's ability to provide maintenance, service and support. This section establishes the requirements of the Maintenance Agreement.

VENDOR	MAINT.	EMERG.	NON-EMERG.	HELP DESK	HR. RATE	PORTAGE CHARGE	REMOTE LABOR	WARRANT Y
A	Optional	>3hrs.	>3hrs.	10 min.	\$55/hr.	No		2 year
B	17% off	>24hr.	1-3 days	>1hr.	\$165/hr.	No	\$115/\$95/hr	1 year
C	Optional	ASAP	ASAP	ASAP	\$30/hr.	No		1 year
D	Optional	ASAP	ASAP	ASAP	Call directly	No		1 year
E	Optional	>24 hr.	Next day	24x7	Call directly	No		1 year
F	Optional	Next day	2 nd day	>2hr.	\$125/hr	Yes \$80/hr	\$125/hr.	1 year
G	Optional	>24hr.	>48hr.	>12hr.	\$210/hr.	No	\$210/hr.	1year
H	Optional	>24hr.	>48hr.	8am-5pm	\$99/hr	Yes \$99/hr.	\$99/hr.	1 year
I	Optional	>4hr.	Next day	>1hr.	\$125/hr.	No	\$100/hr	1 year

Training – Audio and Video Equipment

At the conclusion of the installation phase of a system, the Vendor shall notify the ordering agency that the system may be tested to demonstrate compliance. The mandatory features and requirements of the system, all programmed options, training, and the product literature shall be checked. Acceptance shall be granted by DTI or the ordering agency (in writing) when both mandatory and proposed/published features are demonstrated to its satisfaction. No payment shall be due until acceptance is granted. Acceptance shall not be unreasonably withheld or delayed.

VENDOR	INCLUDED TRAINING
A	Initial and on-going instructions will be provided at no additional charge to the agency.
B	Pre-Installation Webinar \$695; Installation Onsite 1-day \$2,995; Tech Training Onsite 2-day \$1,995; Post Installation Onsite Review & Certification \$2,495
C	Post Installation training will be provided at no additional charge to agency.
D	Post Installation training and user manuals will be provided to end users for all technology incorporated within the room/project at no additional charge to the agency.
E	Post Installation training will be provided at no additional charge to agency.
F	Post Installation training and user manuals will be provided to end users for all technology incorporated within the room/project at no additional charge to the agency.
G	Post installation training will be provided for 1-2 hours; additional cost of \$300 per session (1-2 hour session). More extensive training if desired is available on a quote basis.
H	Post Installation training and training manuals will be provided to the agency at no additional charge.
I	Post Installation user's guide or written material for each system will be provided. Training can be provided on-site or via a video link to one of VSGL's training centers.